

1893-00
Lee Co.

Chancery Causes: Ball + Ritchie } vs. A. P. Willits + Co }

Ball, Ritchie, Willits, Flanagan, Snavely, Gorbell

-Deed

CA-Debt
T-Property
Business

Additional Information:

Logging & lumber company

1

To the Hon H. S. K. Morrison Judge
of the Circuit Court of Lee County
Virginia -

Your orators M. S. Ball, and H.
Ritchie, merchants and, partners
trading under the firm name and
style of Ball and Ritchie, would
respectfully represent that, A. P.
Willits and John Flanagan, lum-
bermen, and partners trading un-
der the firm name and style
of A. P. Willits & Co are indebted to
your Complainants in their firm
name in the sum of \$440. 76,
which sum fell due Dec. 20th 1877
bears date as shown by a copy
of the items of the account as therein
charged, and which is filed herewith
marked "A" as a part thereof, this
account was for goods wares and
merchandise furnished from the
store of Complainants, and is the
balance due thereon of a much
larger account the credits being en-
dorsed thereon and fully shown by
the copy above referred to -

By an inspection of said account
it will be seen the accounts are

Charged as ~~being~~ ^{was} Hetzer, who was the person entrusted by A. P. Willits & Co with the conduct of the business.

As above stated A. P. Willits & Co were doing a logging and lumber business near Ewing in this County, and they had the said Hetzer employed to, ~~make~~ and haul said logs out of the woods whether he was a contractor or an employee of said Company your orators can not positively state but it was one or the other they believe a contractor. The said A. P. Willits & Co kept a book-keeper, who transacted the clerical work of said firm as Hetzer was and is an illiterate man.

Before beginning this work A. P. Willits acting for his firm came to your Complainants and made a Contract with them whereby your Complainants were, to furnish from their store, goods wares and merchandise to said Hetzer for to pay his laborers and to like to carry on the operations, monthly statements of which were to be given to the said Hetzer & the said clerk and the same

was then to be paid. It was under
this Contract that said goods wares
and merchandise was so furnished
and advanced and by which means
the said A. P. Willits & Co became in-
debted in the sum aforesaid. And
the said sum first mentioned has
not been paid and is now wholly
due your Complainants. The said
A. P. Willits & Co. that each of the
members of said firm are now
residents of the County of Lee and
the State of Virginia, but they have
property and estate due them in the
County of Lee and State of Virginia.
They own a large body of timber
situated in this County standing up-
on the lands of Wm H. Gibson and
George W. Gibson more fully shown
by a copy of a deed of said
Gibsons to Christian Van Guncelen and
others, and by said Van Guncelen and
others to said A. P. Willits, ~~and John~~
~~W. Rogers~~, they also are the owners
of a quantity of poplar oak and
locust logs lying near the Railroad
depot at Ewing, the live stock con-
sist of horses mules wagons &c

and the live stock has already been
levied upon for other debts. The said
A. P. Willits, & Co are endeavoring to
remove their personal effects out
of the County and State aforesaid so
that your creditors fear they will
lose their debt, should they only
use the ordinary process of law.

The object of this bill therefore is
to have said standing timber,
horses mules wagons horses logs
trees and timber attached and
sold for their said debt, or so
much thereof as may be neces-
sary to pay the same. Copies
of said deeds more particularly
describing said standing trees will
be found filed herewith, and is
prayed to be considered with this
bill. The said Ketcher does not
own any part of this account
in his individual right, but the
contract was with A. P. Willits,
and he and the credit extended to
them alone.

The premises considered your
creditors pray that A. P. Willits,

and John Flanagan, lumber men
 trading under the firm name and
 style of A. O. Willits & Co be made
 parties defendant, to this bill and
 that they answer the same, ~~and~~ but
 they need not do so upon oath
 that being expressly waived - that
 said timber logs trees and live stock
 be levied upon and attached and held
 subject to the order of this Court
 that upon a hearing a decree be
 rendered directing its property at-
 tached upon to be sold and the pro-
 ceeds thereof or so much thereof
 as may be necessary be paid
 over to your orators and their
 debts fully paid. And for all
 other further and general relief.
 May Writ issue &c.

A. L. O'Brien.

p. q.

C 12.29
 S 1.00
 Depo 2.00
 Dr 5.00 Pd
 At 15.00

36.79
 Estimate 6.00 Pd
 42.79

Ball & Ritchie

Bill Chy
 For good Attach

A. P. Willits & Co

1892 2nd Jan. Rules
 Bill filed 3pa
 executed on home
 rights + D. Nisi as to
 them order Pub. & Land
 1st Feby Rules count
 for order Pub
 2nd Feby Rules order
 Pub. Completed.
 nisi confd + cause
 set for hearing by P.
 March Carsted
 Apr. S. T.
 June Decree for
 Sale + Costs
 Nov Decree final

19.06
 1.50
 1.00
 21.56

Chestnut, N 23° W 11 poles to a large
poplar N 34° W 23 poles to a locust
on steep bench N 12° W 34 poles to top
of mountain, Thence with state
line S 76° W 54 poles to a stake
corner to M. S. Ball thence south
with Ball's line 221 poles to the
beginning containing seven hun-
dred & sixteen acres (716) on this
the 8th day of January 1892
12 o'clock M. J. M. Weston ^{Deputy}
for C. E. Flannery S. L. C.

And also the logs belonging to A. P.
Willits & Co, severed and at Rose
Hill depot and remaining on
said lands or else where. This
2 o'clock P. M. Jan. 8th 1892.

J. M. Weston ^{Deputy}
for C. E. Flannery S. L. C.

The Commonwealth of Virginia.

To The Sheriff of Lee County Greeting!

We Command You to Summon

A. P. Willits and John

Flannery log and lumber men
trading under the firm name
and style of A. P. Willits & Co

^{Third}
To appear at the Clerk's Office of the Circuit Court of Lee County, at the Court house on the first Monday
in January 1892 being rule day to answer a bill in Chancery exhibited in our said Court
against ^{them} by M. S. Ball & H. Ritchie
Merchants and partners in trade
under the firm name & style of
Ball & Ritchie.

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.
This 8th day of January 1892, in the 11th year of the Commonwealth.
J. A. G. Hyatt
Clerk.

A Copy Teste

Ball & Ritchie vs. Alffs, } In Chancery,
vs
A. P. Willits vs. Alffs, }

This cause came on again this day to be again heard upon the papers formerly read in the cause, and the report of James A. Vandewater Deputy Sheriff, filed therein on the 25th day of October 1893, and was argued by counsel.

And by agreement of the parties by their counsel, the Court renders the following decree in said cause:

It is adjudged, ordered, and decreed that the sale made by said Vandewater as shown by his said report be and the same is hereby set aside and annulled, and that the property heretofore attached on as shown by the return of the sheriff endorsed on the subpoena in this cause, be and the same is hereby discharged and released from the lien of said attachment.

And there remaining nothing further to be done, it is ordered that this cause be dismissed, and the same is stricken from the docket.

Ball & Ritchie,

vs E. Pearce
& Jinal.

A.P. Millitt & Co.

Entered Ch. O.B. p 552
Nov. 18th 1893.

Entered this
Nov. 18th 1893.

Ball & Ritchie
against
A. P. Willits & Co.

This cause came on this day to be heard upon the ~~papers~~ bill of the plaintiff and exhibits filed the depositions of witnesses and was argued by Counsel. On consideration whereof and for reasons appearing to the Court it is adjudged ordered and decreed that the plffs recover from the defendant A. P. Willits and John Managan, lumber & log men trading under the firm name & style of A. P. Willits & Co the sum of \$440. 76 with legal interest thereon from Dec. 20 1891 till paid and the Costs of this suit. And unless the defendants or some one for them pay the same within 20 days from the rising of this Court then the Sheriff of this County will proceed and sell the property attached on or so much thereof as may be necessary to pay the plffs debt and the Costs of suit & sale. He will sell the timber levied on, on some Court day at the front door of the Court House of this County on a credit of six months except so much as may be necessary to pay the Costs of suit & sale this he will require to be paid in hand. And for the residue take bond payable to himself as Sheriff with interest from day

of sale, with good personal security.
 But before proceeding to sell
 under this decree he will post
 notice thereof for at least 30 days
 on the front door of the Court House
 of this County and at some public
 place in the neighborhood where the
 land lies setting out time terms and
 place of sale. He will report
 his action to his Court at the next
 term & the Cause is Continued.

Bred & Etche

Decree for
 Sale

A. P. Wright vs

June 1. 1892

Subscribed 10.00.00.00

10.11.92

W. H. H. H. H.

W. H. H.

Enter the

10.11.92

W. H. H. H.

Messrs. A. *R.* Willits and John Flanagan: Partnerstading
under the firm name and style of A.P. Willits & Co.

Gentlemen:

You will Take Notice that on the 14 day of May
1902 at the Store House of Ball & Snavely in Lee County Virginia We
the undersigned will proceed to take the Depositionedons of M.S.

Ball and others; which when taken are intended to be read as evid-
dence in our behalf in a certain suit in Chancery now pending in
the Circuit Court of Lee County, Va. In which We are plaintiffs and
You are defendants. And if from any cause the taking thereof be
not commenced or if commenced be not concluded on that day the
taking thereof will be adjourned and continued from day to day and
from time to time until the same shall be completed.

Yours Truly,

M.S. Ball

H. Ritchie Merchants and
partners trading under the firm name and style
of

"Ball & Ritchie."

Ball & Ritchie

"Ball & Ritchie"

vs } Notice
 } Notice.

"A.P. Willits & Co."

*Executed by delivering
ing a true copy of the
within notice to B.H.
Seiwell atty for A.P.
Willits & Co who are
non residents of the
State of Virginia - this
May 8 1892*

*J. H. Weston D.S.
for A.P. Willits & Co*

The depositions of M. S. Boll, W. Ritchie
George Snively ^{and} John Gorbell taken at the
store house of Boll & Snively in Lee Coun-
ty Virginia on the 14th day of May 1892
pursuant to notice herewith filed
and which are intended to be read
as evidence on behalf of said M. S. Boll
and W. Ritchie in a certain suit at
Law now now pending in the Circuit
Court of Lee County Virginia where
in the said Boll & Ritchie are plaintiffs
and A. P. Willets & John Thompson Partners
trading under the firm name of A. P.
Willets & Co are defendants.

M. S. Boll a witness of lawful age
after being ^{duly sworn} deplored and says
First question,

Are you M. S. Boll of the late firm of
Boll & Ritchie

Answer to first question

I am

Second question

Did the firm of ^{A. P. Willets & Co} ~~Boll and Ritchie~~
keep ~~any~~ ^{any} account or running account with
your firm when in the lumber busi-
ness in this neighborhood.

Answer to 2nd question

They gave orders in the name of Willets
Fitzger, but ^{I understood from my partner, Mr. Ritchie that they} guaranteed the payment

of the orders

^{3rd Question}
Did A. P. Willets & Co pay any of the orders
given in the name of William Tetger,
answer to 3rd question

They did.

^{4th Question}

Did ~~you~~ A. P. Willets of the firm A. P. Willets
& Co after having agreed to pay, and having
paid some of the orders given in the name
of William Tetger ever agree to pay the
balance now due the said Roll & Richie
answer to 4th question

He did on the day of ^{December 1891} ~~XXXXXX~~ tell
me that as soon as he returned to
Philadelphia Pa he would send
me a check for the amount of the
account now due.

^{5th Question}

Did he send the check as he agreed
to do, or has he ever sent it.

answer to 5th question

He has not

and further this deponent repeats not.

W. S. Bull

He. Richie a witness of lawful age
after being first duly sworn de-
posed and says

^{1st Question}

Are you a member of the late firm
of Roll & Richie
answer

^{2nd Question}

Did the said firm of A. P. Willets & Co
keep a general running account with the
firm of Roll & Richie when doing a lumber
business in this neighborhood.

answer to 2nd question.

They authorized me to open an account
in the name of William Tetger their
agent, and said that they would
pay all orders given in said Tetger's
name, Monthly.

^{3rd Question}

Did they pay any of the orders given
in the name of said Tetger.
answer to 3rd question

They did, pay no 3 monthly
payments amount in all to one hundred
& fifty ^{one} dollars and fifty cents.

^{4th Question}

How were the payments made.
answer to 4th question

They were made ^{by} ~~to~~ checks of A. P.
Willets & Co made payable direct to Roll &
Richie.

^{5th Question}

How much is still due the firm of

Boll & Ritchie by said A. P. Willet & Co
answer to 5th question.

There is still due the firm of Boll
& Ritchie by said A. P. Willet & Co Four
hundred & forty six dollars & seventy
Cents; further this deponent says
not, W. Ritchie

George D. Snow, a witness of lawful age
after being first duly sworn deposed
and says,
first question.

Were you doing business for the
firm of ~~of~~ Boll & Ritchie at the time
A. P. Willet & Co engaged in the lumber
business in this neighborhood.
answer to first question
yes.

2nd question.

Did A. P. Willet & Co authorize you as
agent for Boll & Ritchie to open and dis-
count and pay orders given in the name
of their agent William Feltz and tell
you that they would pay the orders.
They did.

3rd question.

When were these payments to be
made.

answer to 3th question asked knowly.

They were to be paid monthly.

4th question

did the said Willets & Co pay any of said orders given in the name of said Helzer and if so in what way were the orders paid.

answer to 4th question

They paid one hundred & fifty one dollars & fifty cents on said orders in Checks of A. P. Willets & Co, said Checks were made ^{payable} direct to Boll & Richie.

5th question

How much is still due the firm of Boll & Richie by said A. P. Willets & Co on orders given in the name of William Helzer.

answer to 5th question

There is still due Boll & Richie on said orders Four hundred & fifty six dollars & seventy cents.

6th question

After the said Willets & Co had paid the amount stated above on said order ~~they~~ did they agree to pay the balance due said Boll & Richie.

answer to 6th question

Yes did. he asked me for a statement of the account in the month of

of December 1891 and said he would
send a check for the amount.

And further this deponent says that
George S. Snowely

No other witness appearing on this
day, the taking of these depositions
are adjourned until the 16th day
of May 1892 at the Store of Ball
& Snowely. L.D. Fullerton N.P.

Met pursuant to ~~agreement~~ adjourn-
ment, at the ~~store~~ dwelling house of Ball
& Richie in said County of Lee on
the 16th day of May 1892
L.D. Fullerton N.P.

John P. Gorbell a witness of
lawful age being duly sworn
deposed and says
first question.

Were you the Book Keeper and
General Manager for A.P. Willets
while they were engaged
in the lumber business in this
neighborhood.

Answer to first question. I was.

Second question.

Did you give orders in the month
of William Petiger to Ball & Richie

Answer. I did

3rd question

How were said orders to be
paid and by whom

Answer. Said orders were to
be paid monthly by A.P. Willets
&c.

4th question.

Did A.P. Willets &c pay
any of said orders and if so
how much.

Answer to 4th question.

They paid one hundred &
fifty one dollars & seventy cents
on said orders.

5th question

Did A.P. Willets &c ask you
for a statement of the balance
due Ball & Richie on ^{said} Petiger orders
in the month of December 1891 and
agree to send check for same.

Answer to 5th question

They did.

Further this deponent says that not

John P. Gorbell

Virginia Lee County Court

I L.D. Fulkerson a Notary Public for the County aforesaid in the State of Virginia do Certify that the foregoing depositions of

M. S. Boll. H. Richie, George S. Snively and John P. Gorbell were duly taken sworn to and subscribed before me at the times and places mentioned in the Caption. Given under my hand this 16th day of May 1892.

L. D. Fulkerson N. P.

Received

20/10

W. H. H. H. H.

Received from
John P. Gorbell
the sum of \$100.00
for the purpose of
the Lee County Court
this 16th day of May 1892
L. D. Fulkerson N. P.

Received from
John P. Gorbell
the sum of \$100.00
for the purpose of
the Lee County Court
this 16th day of May 1892
L. D. Fulkerson N. P.

Virginia Lee County to wit:

This day H. Ritchie personally appeared before me the undersigned and made oath that he is a member of the firm of Ball & Ritchie, which firm is composed of affiant and M. S. Ball that they are partners doing business under the firm name and style of Ball and Ritchie that A. P. Willits and John Flanagan, log & lumber men trading and doing business under the firm name and style of A. P. Willits & Co are justly indebted to the said firm of Ball & Ritchie in the sum of \$440.76 which was due & payable on Dec. 20th, 1891. And that A. P. Willits and John Flanagan are non residents of ^{or} and have never resided in Virginia and that said A. P. Willits and John Flanagan have estate and effects in the County of Lee and State of Virginia; and that they the said Willits and Flanagan are removing and intend to remove their effects or a material part thereof out of the State of Virginia so that there will not probably be therein in said County and State effects and estate

of said debtors Willits & Hlanagan
to satisfy said claim when judge-
ment is obtained therefor should
only the ordinary process of law
be used to obtain such judgement
And affiant further makes oath
that said statements and facts above
stated are true to the best of affiant's
belief. that said claim is just
and unpaid and amounts to the
sum and is payable at the
time above stated.

Given under my hand this 8th Jan
8th 1892. J. A. Hyatt Clerk

Ball v Ritchie

v { Affiant:

A. P. Willits, Hes

Filed January 8/1892

J. A. Hyatt Clerk

To the Hon. W. S. K. Morrison
Judge of the Circuit Court
for Lee County.

In obedience to the
requirements of a decree
entered on the 6th June 1892
in the Chancery Cause of Ball
and Ritchie vs A. P. Hill et al^{co},

I posted notices on the court
house door, at Ewing and
at the store of Ball and Ritchie
in Lee County, on the 5th day
of August 1892, showing
that I would proceed
on the first day of Sept,
Term of the County Court
to sell according to the
terms set out in said
decree the standing timber
set out in said Bill and
proceedings, (I file herewith
a copy of said notice)

But on said first day
of Sept. County Court

the request of the Plffs, who stated some propositions of payment of the debt herein sought to be collected, by the defendants had been made, Said sale was postponed until first day of October County Court.

And on said day, at the front door of the Court House, I offered said Standing timber, fully described in the Bill and exhibits for sale, quite a number of persons were present, and after dwelling some time & receiving several bids from various persons. The said timber was struck down to Ball & Ritchie at the price of \$415.⁰⁰ that being the highest bid received.

Said purchases have paid me \$67.35 the costs and commissions and I have paid out the same to those entitled thereto retaining my own costs & commissions (see receipts herewith filed)

And said Ball and Ritchie being the only creditors and this being the only attachment on lien resting against said timber, Your Court did not think it expedient to take notes as required in said decree, from the purchasers, it is only necessary that Ball & Ritchie give credit on their claims of \$354.65 the net purchase price of said timber

Respectfully Submitted

J. O. Lawrence S. R. & Co.



October 25th 1892

J. A. Vandewater D. S. & Co.

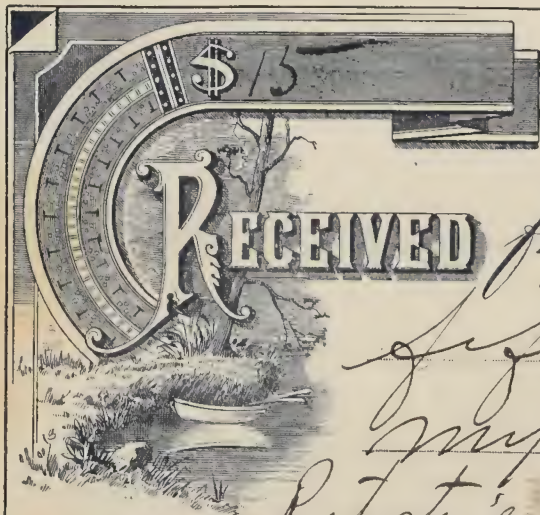
Twenty four & 79 Dollars

my fees as clerk, and O. Pub. fee in the case
of Ball & Ritchie vs. A. D. Willits & Co.

\$24.79

J. A. & S. & Co.

Sept 1891



\$15

Oct 25th

1892

from J. A. Vanderveenter
fifteen ————— Dollars
my fee in Care of Ball &
Litchie & S. P. Willig et als.
A. L. Oretumwe

L. 2. 80

C. 11-25-1897

This Deed made this thirteenth day of July
A.D. 1891. Between John Flanagan of the
City of Pittston State of Pennsylvania and
Carrie B. his wife Frank Benton of the City
of Philadelphia State of Pennsylvania and
Laura C. his wife Edwin F. Partridge of
the same City and State and Rebecca H. his
wife and Charles A. Foster of Meriden
State of Connecticut parties of the first
part and Archeland M. Mellett of the City
of Philadelphia and State of Pennsylvania, party
of the second part.

Witnesseth that for and in consideration
of the sum of Twenty seven hundred and
fifty eight dollars cash in hand paid
the receipt of the said Twenty seven hundred
and fifty eight dollars being hereby
acknowledged the said parties of the
first part do grant unto the said party of
of the second part with General Warranty
the following tracts of land situated
lying and being in the County of Lee and
State of Virginia between the Admells
and Fulkersons Gap and the Cumberbund
Mountain containing three hundred and
seventy nine acres according to a
plot and survey made by W. B. Johnson
on the first day of September A.D. 1891
and bounded and described as follows.

The first tract of land. Beginning at a
Chestnut near Chadwell Gap - a corner to
Miles and Driller's land on bench of Mountain
in line of M. S. Ball thence N 30 W 34 poles to
a hickory and chestnut oak S 85 W 40 poles to
a chestnut S 75 W 148 poles to a hickory S 75 W
80 poles to a Red oak S 55 W 76 poles to a
chestnut N 70 poles to a chestnut N 10 W 24 poles
to three chestnuts S 12 poles to a large poplar S.
58 W 116 poles to a large chestnut, W 98 poles to
a chestnut oak N 30 W 38 poles to a chestnut oak,
W 70 poles to three chestnut oaks and a spur.
Thence leaving Willis and Driller's land N 23 E,
150 poles to five hickories four black oaks
and Sugar trees on top of Mountain corner
to the 1150 acre entry of Gibson N 55 E, 30.
poles to three hickories S 83 E, 25 poles to
three hickories S 71 E 40 poles to a Locust
N 87 E 20 poles to a State South 35 E 28
poles to two hickories North 81 E 22 poles
to two hickories N 44 E 52 poles to two hickories
S 65 E 48 poles to a large chestnut oak, S 80 E 134
poles to a hickory N 79 E 30 poles to a white oak,
and large rock S 77 E 60 poles to a triple chestnut
by a large rock N 84 E 40 poles to a Locust S 72 E
58 poles to two hickories N 82 E 65 poles to a large
hickory S 54 E 120 poles to two small hickories
and top of Mountain near large flat
rock corner of M S Ball

146 Poles with Balls line to beginning
Containing Six hundred and Sixty three acres
And the other tract Beginning at a chestnut
on top of a Spur Southeast corner of M.D. Ball
in Fields line thence S 86 E 122 poles to a stake on
rock a Spur N 59 E 408 Poles to two chestnuts
by a large rock N 64 E 161 poles to a stake by
a large rock and center of a Spur line
Claimed by Ball & Gibson N 22 W 7 Poles
to a small black oak N 58 1/2 W 17 Poles to a
poplar N 22 1/2 W 5 1/2 Poles to a small chestnut
N 42 1/2 W 17 Poles to a large chestnut N 23 W 11 poles
to a large poplar N 34 W 23 Poles to a ~~tree~~ Locust
on steep bench N 12 W 34 Poles to top of Mountain
Thence with State line S 76 W 58 1/2 Poles to a State
corner to M.D. Ball thence South with Ball's line
221 Poles to beginning. Containing Six hundred
and Sixty acres (74) The said plots are made
a part of this deed to be recorded herewith
and to which reference is hereby made said
lands being a part of 1/2 act granted by
the commonwealth of Virginia to Nathan
Fields. The said parties of the first part hereby
covenant that they have the right to convey the
same to the grantee that they have done no
act to encumber the said lands that said grantee
shall have quiet possession of the same said land
free from all encumbrances and that they the
said parties of the first part will execute such

further assurance of the said lands as may be
required.

In witness whereof the said parties to these presents
have hereunto set their hands and seals Dated the
day and place first above written.

Sealed and Delivered in John Flanagan

the presence of us

Carrie B. Flanagan

F. J. Drinkley

Frank B. Banton

as to Frank B. Banton Laura

Laura C. Banton

to Banton Edward F. Partridge

Edward F. Partridge

and Horace A. Partridge

Horace A. Partridge

M. C. Camp Jos. B. Mills

Charles A. Foster

E. A. Merriam

A. C. Huston

As to C. A. H.

State of Virginia

City of Bristol

I do wit I F. J. Drinkley a

Notary Public for the City

and State aforesaid do certify that John Flanagan

and Carrie B. Flanagan whose names are signed

to the writing within bearing date and the 9th

day of October 1891 have acknowledged the

same before me in my City and State aforesaid

Given under my hand this 10th day of October

1891

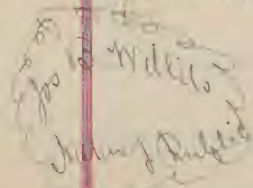
F. J. Drinkley

Notary Public

State of Pennsylvania in
County and City of Philadelphia

On the Thirtieth day of October Anno
Domini 1891 before me the undersigned a
Notary Public in and for the Commonwealth
of Pennsylvania residing in the city of
Philadelphia personally appeared the above
named Francis Brenton and Laura C. his wife
Edward H. Partridge and Henrietta H. his wife
and in due form of law acknowledged the
within indenture to be their and each of
their act and deed and desire the same right
be recorded as such and the said Laura C.
Brenton and Henrietta H. Partridge being
of full age and apart from their said husbands
by me thereon privately examined and the full
contents of the within deed being by me first
made known unto them did thereupon declare
and say that they did voluntarily and of
their own free will and accord sign
seal and as their act and deed delivers the within
written instrument deed or conveyance without any
coercion or compulsion of their said husbands
Witness my hand Notaria Seal the day and year
aforesaid

Jos D. Millis
Notary Public



State of Connecticut

County of New Haven

Meriden October 14th 1891

Personally appeared Charles A. Foster Signer and Sealer of the foregoing instrument and acknowledged the same to be his free and lawful deed before me

E. A. Meriden
Notary Public



State of Pennsylvania

County of Philadelphia, D. D.

I William B. Mann

Prothonotary of the

Courts of Common Pleas of said County which are Courts of records having a common Seal being the officer authorized by the laws of the State of Pennsylvania to make the following Certificate do certify that Joseph B. Mottels Esquire whose name is subscribed to the certificate of the acknowledgment of the annexed instrument and thereon written was at the time of such acknowledgment a Notary Public for the Commonwealth of Pennsylvania residing in the County aforesaid duly commissioned and qualified to administer oaths and affirmations and to take acknowledgments and proofs of deeds or conveyances for lands tenements and hereditaments in said State of Pennsylvania and

to all whose acts as such full faith and credit
are and ought to be given, as more in cases of
petitioners as elsewhere, and that I am well
acquainted with the handwriting of the said Notary
Public and hereby believe his signature therein
is genuine and I further certify that the said
instrument is executed and acknowledged in
conformity with the law of the State of Pennsylvania
In testimony whereof I have hereunto set my hand
and affixed the Seal of said Court this 15 day of
October in the year of our Lord one thousand
Eight hundred and ninety and

William D. Mearns Prothonotary

State of Connecticut
County of New Haven ^{ss} County Clerk Office of
Edward H. Hall Clerk of the Supreme Court
and ex officio of the County Court the same being
Court of Record and authorized by law to certify
the records of said County Court within and
for New Haven County and Keeper of the Seal
thereof and of the Commission of Justice of
the peace and of the Commission of the Supreme
Court for said County and of Notaries
Public hereby certify that Oct. Mearns Esq.
was on the 14 day of October 1891 and as
has been and now is a Notary Public within
and for and residing in

7
Said County duly Appointed Commissioner
and Sworn having full power and
Authority by the laws of this State to take
the Acknowledgment of deeds and other
instruments and to certify the same and
also administer oaths to take affidavits
and dispositions of Court and to give
Certificates thereby that full faith and
Credit may and ought to be given to
his official acts and attestations
that the signature to the instrument
hereto annexed purporting to be his
behave to be his genuine official signature.
That I am well acquainted with his hand
writing and that the said instrument is
executed acknowledged duly authentic
according to the laws of this State.

In testimony whereof I have hereunto set my
hand and affixed the seal of said County
at Staunton in said County and State
on this 15th day of October 1891

Edward A. Dinkell

Virginia Lee County Court.

Clerk

In the office of the Clerk of the said County the
14 day of November 1891 this deed was presented
and together with the certificates thereto annexed
admitted to record by John R. Lohman Clerk
of said County

A. P. Willits
Loring Copyright Clerk
Loring, Vermont

185
432
2 2 1
321

Free for c^d 2.00

Ewing Lee County Va

A. P. Williams & Co Dr To Ball & Ritchie
for Merchant Dis & Co. cr. per

Date	Description	Amount
June 25-1891	To goods by Wm Ketser	1.00
" "	" " " " " "	2.50
" "	" " " " " "	2.20
" "	" " order " Andy Taylor	1.50
" "	" " goods " Wm Ketser	15-
Aug 17	" " " " " "	1.60
" "	" " " " " "	05-
" "	" " " " " "	55-
" "	" " " " " "	25-
" "	" " " " " "	10
" "	" " " " " "	25-
" "	" " order " Wm Lang.	2.00
" 21	" " " " wife	55-
" 22	" " " " Wm Ketser	1.44
" "	" " " " " "	20
" "	" " " " " "	05-
" 24	" " " " " "	15-
" "	" " " " " "	05-
" "	" " " " " "	35-
" 25-	" " " " " "	2.45-
" "	" " " " " "	40
" 26	" " " " " "	10
" 27	" " " " " "	47
Sept 5-	" " " " John Lennan	6.00
" "	" " " " Wm "	5.00
" "	" " " " D. J. Surber	1.00
" "	" " " " Jas M. Bay	5.00
" "	" " " " Dan Owens	20
" "	" " " " Wm Ketser	10
" 7	" " " " Pres Parkey	40
" "	" " " " Wm Ketser	4.23
" "	" " " " Wm "	2.20
" "	" " " " " "	40
" 8	" " " " Pres Parkey	10.00
" 9	" " " " John Lennan	3.50
" "	" " " " W. O. Connick	3.00
" 10	" " " " Andy Taylor	2.50
	amen. P 2	\$ 61.94

Brought from P1				\$ 61 94
Sept 10	1891	1	order by Sam Owens	5 00
" 11	"	1	" " D. Furber	5 00
1 12	"	1	" " Wm Fetter	20
" "	"	1	" " " "	5 2
" "	"	1	" " C. E. Jones	1 00
" "	"	1	" " Jas McCoy	50
" "	"	1	" " McCormick	3 00
" "	"	1	" " D. Furber	2 50
" "	"	1	" " Bill Leonard	6 00
" 19	"	1	" " Jas McCoy	1 00
" "	"		Cred by checks	\$ 51 50
" 19	"	1	order by Sam Owens	6 00
" "	"	1	" " Sam Montgomery	4 00
" "	"	1	" " John Leonard	3 00
" "	"	1	" " D. Furber	4 15
" "	"	1	" " J. H. Agers	1 50
" "	"	1	" " Pres Parkey	6 00
" 21	"	1	" " Ephrem Crockett	6 00
" 23	"	1	" " Anis Mink	4 00
" 24	"	1	" " McCormick	5 07
" "	"	1	" " Andy Taylor	1 10
" "	"	1	" " Sam Montgomery	3 50
" 25	"	1	" " Wm Fetter	1 25
" "	"	1	" " " "	20
" 26	"	1	" " McCormick	2 00
" "	"	1	" " A. Mink	5 5
" "	"	1	" " D. Furber	4 50
" "	"	1	" " J. G. Hurd	1 25
" "	"	1	" " John Leonard	2 25
" "	"	1	" " J. G. Hurd	1 75
" "	"	1	" " Ed Mink	4 50
Oct 1	"	1	" " McCormick	5 25
" "	"	1	" " Andy Taylor	2 00
" 2	"	1	" " Anis Mink	4 00
" "	"	1	" " Ben Kelley	50
" "	"	1	" " McCormick	5 00
" "	"	1	" " Wm Fetter	1 00
" 3	"	1	" " " "	30
" "	"	1	" " J. L. Johnson	3 00
" "	"	1	" " Wm Eldridge	4 00
" "	"	1	" " J. G. Hurd	1 75
" "	"	1	" " D. Furber	5 00
over \$ 3				\$ 51 50
				\$ 184 03

Brought from p 2				\$ 51 50	\$ 184 03
Oct 3	1891	1	order by Sam Owens		88
"	"	"	1 " " Sam Mantgum		5 50
"	"	"	1 " " Sam Owens		1 00
"	"	"	1 " " Andy Taylor		3 50
"	"	"	1 " " Ed Mintz		4 00
"	"	"	1 " " John Lennarr		1 75-
"	6	"	1 " " Wm Futscher		32
"	"	"	1 " " " "		2 40
"	9	"	1 " " John P. Garhal cash		10 00
"	"	"	1 " " Wm Futscher		10
"	10	"	1 " " Frank Marten		1 75-
"	"	"	1 " " Wm Futscher		43
"	"	"	1 " " Andy Taylor		4 00
"	"	"	1 " " John Lennarr		2 75-
"	"	"	1 " " Dud Eldredg		2 00
"	"	"	1 " " Sam Owens		1 15-
"	"	"	1 " " Annis Mintz		4 00
"	"	"	1 " " Leham Kurd		1 75-
"	"	"	1 " " John Lennarr		1 00
"	"	"	1 " " Dud Eldredg		3 00
"	"	"	1 " " Ed Mintz		3 00
"	16	"	1 " " Andy Taylor		4 00
"	17	"	1 " " Wm Futscher		1 32
"	"	"	1 " " " "		76
"	"	"	1 " " " "		1 45-
"	"	"	1 " " Annis Mintz		5 00
"	"	"	1 " " J. P. Kurd		1 75-
"	"	"	1 " " Ed Mintz		4 00
"	"	"	1 " " Wm Eldredg		3 00
"	"	"	1 " " Andy Taylor		4 00
"	"	"	1 " " Jas M. Bay		7 50
"	"	"	1 " " J. P. Surber		3 36
"	"	"	1 " " John Lennarr		1 75-
"	"	"	1 " " Wm Futscher		20
"	19	"	1 " " " "		20
"	22	"	1 " " Frank Marten		1 50
"	"	"	1 " " Wm Futscher		76
"	24	"	1 " " J. P. Surber		6 00
"	"	"	1 " " Leham Kurd		5 5-
"	"	"	1 " " " "		1 75-
"	"	"	1 " " John Lennarr		2 50
"	"	"	1 " " Frank Gibson		1 75-
over p 4				\$ 51 50	\$ 290 32

(4)

Brought from P 3				\$ 51 38	\$ 290 32
Oct 24 1891	1	order-by	Ed Mintz		5-00
" "	"	"	Wm Eldredg		6 75-
" "	"	"	Andy Taylor		5-00
" "	"	"	J. F. Surber		4 00
" "	"	"	Amis Mintz		4 00
" 27	"	"	Dud Eldredg		7 00
" "	"	"	Wm Fetsen		1 15-
" "	"	"	" "		10
" 29	"	"	" "		7 25-
" "	"	"	McLay		5 82
" 30	"	"	" "		2 00
" 31	"	"	Ed Mintz		7 00
" "	"	"	Wm Fetsen		75-
" "	"	"	J. F. Surber		6 00
" "	"	"	Wm "		4 80
" "	"	"	" "		1 75-
" "	"	"	Isaac Hurd		2 00
" "	"	"	John Lemann		2 00
" "	"	"	Wm Surber		3 25-
" "	"	"	Dud Eldredg		5 75-
" "	"	"	Wm "		4 50
Nov 2	"	"	Amis Mintz		4 00
" "	"	"	John Lemann		8 55-
" "	"	"	Isaac Hurd		75-
" "	"	"	J. F. Surber		64
" "	"	"	Wm Eldredg		2 00
" "	"	"	John Surber		40
" "	"	"	J. F. Surber		1 75-
" 7	"	"	Pres Parkey		4 95-
" "	"	"	Andy Taylor		4 00
" "	"	"	Wm Fetsen		9 09
" "	"	"	" "		5-04
" "	"	"	" "		1 00
" "	"	"	" "		80
" "	"	"	Isaac Hurd		25-
" "	"	"	Gas McLay		1 30
" 112	"	"	Ephraim Crockett		1 50
" "	over to pa 5-				\$ 57 50 \$ 422 21

Date		Description		Dr.	Cr.	Total
Nov		Brought from P 4	\$ 5-1 50.		\$ 422 21	
Oct 12	1891	order by Andy Taylor		3 25-		
"	"	" " Mrs. Futsen		32		
"	14	" " Ed. Mink		3 00		
"	"	" " J. F. Surber-		1 75-		
"	"	" " Mrs. Surber-		1 75-		
"	"	" " E. C. Hurd		2 00		
"	"	" " John Lemon		2 00		
"	"	" " Isham Hurd		2 00		
"	"	" " Andy Taylor		1 00		
"	"	" " J. F. Surber-		1 75-		
"	16	" " John Lemon		1 81		
"	17	" " Jas. McCall		8 00		
"	6	" Cred by check	50.00			
"	17	" " Jas. McCall		3 00		
"	18	" " Andy Taylor		1 00		
"	20	" " Mrs. Futsen		75-		
"	"	" " Frank Martin		1 80		
"	"	" " Andy Taylor		1 50		
"	21	" " E. C. Hurd		2 00		
"	21	" " Lulu "		1 00		
"	"	" " Isham "		2 50		
"	"	" " Ed. Mink		4 00		
"	"	" " Anis "		2 00		
"	"	" " Andy Taylor		3 30		
"	23	" " Pres Parkey		9 90		
"	"	" " Dud Eldredg		5 00		
"	"	" " Mrs. Futsen		50		
"	"	" " " "		75-		
"	"	" " " "		13		
"	25-	" Cred by check	\$ 50 00			
"	27	" " order by J. F. Surber		7 00		
"	"	" " J. F. Ayers		6 00		
Dec. 3	1891	" " Andy Taylor		1 00		
"	"	" " Mrs. Futsen		3 35-		
"	"	" " Andy Taylor		2 00		
"	"	" " John Lemon		2 50		
"	"	" " Lulu Hurd		2 00		
"	"	" " J. F. Surber-	\$ 15-1 50	5-25-		
					5-19 07	

				Dr	Cr
Brought from DS-				\$ 15-1 30	\$ 5-19 07
Dec. 3	1891	1	order by Wm Surber		1 75-
"	"	"	1 " " Isaac Surber		1 75-
"	"	"	1 " " J J Eldredge		9 25-
"	"	"	1 " " Isham Hurd		73
"	"	"	1 " " Andy Taylor		1 50
"	"	"	1 " " Amos Mintz		4 50
"	"	"	1 " " John Lemarr		2 00
"	"	"	1 " " Jas Hampton		6 00
"	"	"	1 " " Eule Hurd		2 00
"	"	"	1 " " Isham Hurd		2 00
"	"	"	1 " " Ed Mintz		4 00
"	"	"	1 " " Andy Taylor		5 00
"	5-	"	1 " " Jas McLeay		4 80
"	"	"	1 " " Eule Hurd		1 70
"	"	"	1 " " Andy Taylor		75-
"	"	"	1 " " John Surber		1 75-
"	"	"	1 " " J J Surber		1 75-
"	"	"	1 " " John Surber		2 00
"	"	"	1 " " Andy Taylor		3 50
"	"	"	1 " " Ed Mintz		3 00
"	"	"	1 " " Isham Hurd		50
"	"	"	1 " " Amos Mintz		4 50
"	7	"	1 " " Jas McLeay		1 50
"	"	"	1 " " John Lemarr		2 00
"	"	"	1 " " Isham Hurd		2 00
"	"	"	1 " " Eule Hurd		2 00
"	"	"	1 " " James McLeay		6 00
Total charges & credits				\$ 15-1 30	\$ 5-97 30
Leaving due Dec-20-1891					\$ 4-45-80
Ball & Ritchie					

Ball & Richie Acco-
os

A. P. Millito & Company

1892
A. P. Millito & Company

M. S. Ball & S. H. Ritchie, merchants
and partners in trade under the
firm name and style of Ball &
Ritchie

against

A. P. Willits and John H. Langan
log and lumber men trading under the
firm name and style of A. P. Willits
& Co.

The object of this suit, now
pending in the Circuit Court of
Lee County, Virginia, is to attach
the real estate ^{of A. P. Willits} a body of standing
trees upon the lands of George W.
Gibson and Wm. H. Gibson in Lee
County, Virginia, as shown by a
deed of said Gibsons to Christian
Van Gunden and others recorded
in deed book , page.

And also by deed of Christian
Van Gunden John H. Langan & Ebenezer
Partridge and others to A. P. Willits
recorded also in the Clerk's office
of Lee County, Virginia as is also
the first deed above mentioned the
last named deed in deed book

27, page 303, to which said
deeds reference is here made for

Bull & Ritchie

vs L. S. Pennington.

A. S. Willits vs

The Clerk of the
County Court will
record a copy of his
pennington and
his deed book

A. S. Pennington

Atty for pen

Recorded Dec 40 A
27 Page 374.

Filed Jan 9 - 1892

for a particular description thereof
and which said timber is the prop-
erty of A. S. Willits, whose estate
is intended to be affected hereby
This January 8th 1892,

A. S. Pennington atty
for pen.

Virginia Lee County to wit:

In the office of the clerk of the said county
the 8th day of January 1892 This Lis Pendens was
presented and a notice to record was

Teste John R. Gibson clerk

KNOW ALL MEN BY THESE PRESENTS, That *we M. S. Bull and H. Ritchie*

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *One thousand Dollars* to be ^{paid} made to the said Commonwealth, for which payment, well and truly to be made ^{we} bind ^{our} myself, ~~my~~ heirs, executors and administrators, firmly by these presents. And ^{we} hereby waive the benefit of ^{our} my homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond in any currency, funds, counter claims or offsets other than legal tender currency of United States. Sealed with ~~my~~ ^{our} seal and dated *8th* day of *January*, one thousand eight hundred and *Ninety two*

The Condition of The Above Obligation is Such, That whereas a suit hath been instituted in the circuit court of the county of Lee by *Bull & Ritchie vs A. P. Hillits & Co* in which an attachment is ordered against the estate of said *A. P. Hillits & Co*, to secure the payment of \$440.76 due & payable over 20th 1891 from said *A. P. Hillits & Co* to said *Bull & Ritchie*

~~a suggestion was entered by the~~

~~that the said~~

~~not resident of the State of Virginia, and that security was required of for the payment of the costs and damages which may be awarded to the said defendant and of the fees due or to become due in the said suit to the officers of the said court. Now if the above bound~~

M. S. Bull on H. Ritchie
shall well and truly pay all such fees as are due or may become due from the said

to the officers of the said court in the prosecution of the said suit, and moreover shall well and truly pay to the defendant all such costs and damages as may be awarded to ~~them~~ in case the said plaintiff shall be cast therein, and condemned to pay the same, then this obligation to be void, or otherwise to remain in full force and virtue.
Executed, acknowledged, &c., in the presence of

M. S. Bull (SEAL.)

H. Ritchie Seal
J. A. G. Hyatt Seal

In the Clerk's Office of the Circuit Court of the County of Lee

The above named *this day made oath*
before me *J. A. G. Hyatt*, clerk of said court, that his estate, after the payment of all his debts, and of such liabilities as he may have incurred as security for others, is worth the sum of *the penalty of the above bond.*

Given under my hand this *18* day of

Teste: _____ Clerk.

Ball & Ritchie

vs 3 Bond

1st Mortgage

Filed July 8 1892

Wm. H. Ritchie

665.60
12.75
503.85
5.22
509
2
406

440.70
42
20304
22038
148342

500 + 15.00 = 515.00
4.00
406

Notice

In obedience to the requirements
of a decree entered in the
Circuit of Ball & Ritchie against
A. W. Hefitt & Co I will proceed
at the Court house of Lee County
Court House on the 1st day
of September 1892, to sell by
public out cry to the highest
bidder, all the standing timber
or so much thereof as may be neces-
sary to fully pay the Principal debt
interest and costs of suit, situated
on the land purchased by A. W. Hefitt
& John Thompson from Geo H & H F
Kilison which has been attached for the
purpose. A credit of six months time
will be given on all except the
costs of suit & sale which will be re-
quired to be paid down.

Dated & signed in Aug 5 1892

460 00
 12 75
 19 25
 492 00

It is to be sold

Costs of suit
 06 55
 55 25

This is sold
 1892 I. W. Hefitt & Co
 1st Dist. Court
 D. H.

745
1255
20.00

1478-
1.25-

\$ 14.25-

Pennington Gap 9/2.
July

to Rusk

4/15/00

11-11

Notice

and of Ball St. Bldg

In the Clerk's Office of the Circuit Court of the County of Lee on the 8th day of

January 1892

Ball & Ritchie

Plaintiff

against

A. P. Willits & Co

Defendant

On Chancery

The object of this suit is to recover of the defendants \$1440.76 & legal interest thereon from 21st Decr. 1891 till paid. and the costs of this suit, and to subject to the payment thereof the ~~standing timber~~ ^{land} of S. W. & W. J. Gibson ~~belonging to A. P. Willits~~ which has been attached for the purpose

And an affidavit having been made and filed that the defendants A. P. Willits and John Flaungan are non residents of the State of Virginia, is ordered that they do appear here, within fifteen days after due publication hereof, and do what may be necessary to protect their interest in this suit. And it is further ordered that a copy hereof be published once a week for four week's in some newspaper, and that a copy be forthwith posted at the front door of the court-house of this county.

A copy—Teste:

A. L. Prudenmore p. q.

J. A. G. Hyatt Clerk.

Will not tell where

Ball & Ritchie

vs $\frac{3}{4}$ Order, Pub
A. P. Millers & Co.

I certify that I
posted an office
copy of this order
at C. D. doan on
the first day of
Feby Term County
Court, 1872
J. A. Hyatt

P. R. 1 Mar.

J. M. Stewart

To all
in

In the Clerk's Office of the Circuit
Court of the County of Lee on the 8th
day of January 1892.
Ball & Ritchie Plff.

vs. } In Chancery
A. P. Willits & Co., Dfts. }

The object of this suit is to recover of
the defendants \$440.76 and legal interest
thereon from 21st Dec., 1891 till paid and
the costs of this suit and to subject to
the payment thereof the standing timber
and lots on the lands of G. W. & W. T.
Gibson at Rose Hill and elsewhere be-
longing to Deft. Willits, which has been
attached for the purpose.

And an affidavit having been made
and filed that the defendants A. P. Wil-
lits and John Flanagan are non-residents
of the State of Virginia. It is ordered
that they do appear here within fifteen
days after due publication hereof, and do
what may be necessary to protect their
interest in this suit.

And it is further ordered that a copy
hereof be published once a week for four
weeks in some newspaper, and that a
copy be forthwith posted at the front
door of the court-house of this county.

A copy—Teste:

J. A. G. Hyatt Clerk.

A. L. Pridemore p. q.

Virginia, Lee County, To-wit:
I Geo. C. Coleman, the
Editor and publisher of the
Lee County Republican, a
newspaper printed in the town
of Jonesville, in the County
of Lee, and State of Virginia,
do hereby certify that the attach-
ed order of publication was
duly published in said new-
spaper, for four successive
weeks, from the 28 of Jan and
after the 14 day of Feb. 1892
Geo. C. Coleman
Editor Lee Co. Republican

Ball & Ritchie
vs ³/₄ Dr. Curtis
A. P. Willitts vs

Filed Mar. 4th 1892
J. A. K. Hyatt

Drs fee 5¢